

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

Banque Nationale Du Rwanda ICT Modernization

Submission Deadline: 4pm

LOCAL TIME

April 12, 2010

Submission Place: Mr. Jean Bosco Rutayisire Munyura
Director, ICT
National Bank of Rwanda
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SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$547,000 to the National Bank of Rwanda (the "Grantee") in accordance with a grant agreement dated February 4, 2010 (the "Grant Agreement"). The Banque Nationale Du Rwanda ICT Modernization Project ("Project") will support the National Bank of Rwanda (Banque Nationale Du Rwanda) in the implementation of its information and communication technology (ICT) modernization. The Project aims to implement an integrated ICT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project will also ensure that the recommended technologies are operationally sustainable. The Project will be guided and should adhere to the 15 Control Objectives for Information and related Technology (COBIT) processes that have been adopted by the Grantee.

The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance ("TA").

1.1 BACKGROUND SUMMARY

This grant will assist BNR in building the technical capabilities to provide real-time cash balance information to policymakers. These capabilities will build capacity for more effective fiscal policy formulation and budget execution at the Ministry of Finance. Specifically, this activity will improve the Government of Rwanda's cash management and reduce unnecessary borrowing, enable more accurate cash forecasting and budget implementation, tighten financial control of ongoing long term projects, and provide greater transparency and less opportunity for misuse of funds. The project will also assist in currency and Rwandan financial system stability by providing accurate data. It will also encourage regional integration by allowing BNR to fulfill the upcoming East Africa Community (EAC) requirement for harmonized national payments systems between member countries as well as meet minimum EAC IT standards. The TA will review, analyze and map the Grantee's existing core business processes and IT environment, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The TA will review and analyze the Grantee's existing core business processes and information technology (IT) environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee's existing IT applications; IT hardware, network and communication infrastructure; IT security policy; disaster recovery and business continuity plan; electronic payments switch; identity and access management, data warehousing plan; and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core and corporate business processes and show the gap between core and corporate business processes and the existing IT environment.

The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis will culminate in a detailed implementation plan, including draft tender documents, which has been reviewed by and incorporates inputs from key stakeholders.

The Terms of Reference (TOR) for this Technical assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$547,000. **The USTDA grant of \$US547,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$547,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Banque Nationale Du Rwanda ICT Modernization Project

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Technical assistance.

2.5 PROJECT FUNDING SOURCE

The Technical assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$547,000

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Mr. Jean Bosco Rutayisire Munyura
Director, ICT
National Bank of Rwanda
Avenue Paul VI
BP 531 KIGALI
RWANDA

Phone: +250 59142219

An Original and eight (8) copies of your proposal must be received at the above address no later than 4pm local time, on April 12, 2010.

Proposals may be either sent by mail, overnight courier, or hand-delivered. **Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline.** Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for SIXTY (60) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, technical assistance and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$547,000 which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Technical assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

3.2.5 Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

3.2.6 Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.

1. Subcontractor is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical assistance and to perform the Technical assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial

appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other

participating agencies and any work space or facilities needed to complete the Technical assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Technical assistance as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Technical Proposal

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- Technical approach for developing a strategic IT framework, including core banking and corporate applications, IT hardware, network and communications infrastructure (15);
- Scope and diversity of proposed IT trainings to be assured by the offeror (10)
- Technical approach for assessing and developing recommendations for IT security and IAM requirements (5);
- Technical approach for assessing and developing recommendations for business process management requirements, business continuity, national payments systems, and disaster management requirements (10).

Personnel and Management Plan

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- Experience and expertise of the Project Manager proposed in developing central bank ICT strategic plans internationally (20); and
- Experience and expertise of the Team personnel in fulfilling the various functions of each component of the program (10).

Firm Technical Capability and Past Performance

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- Experience in the financial services IT sector (15); and
- Experience working with central banks providing technical assistance and training (15).

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

Mr. Jean Bosco Rutayisire Munyura, Director, ICT, National Bank of Rwanda, Avenue Paul VI, BP 531 KIGALI RWANDA, Phone: +250 59142219

2010-11009A Banque Nationale Du Rwanda ICT Modernization

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Banque Nationale Du Rwanda ICT Modernization. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a technical assistance) to assist BNR in building the technical capabilities to provide real-time cash balance information to policymakers.

The Banque Nationale Du Rwanda ICT Modernization Project ("Project") will support the National Bank of Rwanda (Banque Nationale Du Rwanda) in the implementation of its information and communication technology (ICT) modernization. The Project aims to implement an integrated ICT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project will also ensure that the recommended technologies are operationally sustainable. The Project will be guided and should adhere to the 15 Control Objectives for Information and related Technology (COBIT) processes that have been adopted by the Grantee.

The TA will review and analyze the Grantee's existing core business processes and information technology (IT) environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee's existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core business processes and show the gap between core business process and IT environment.

The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis will culminate in a detailed implementation plan, including draft tender documents, which has been reviewed by and incorporates inputs from key stakeholders.

The U.S. firm selected will be paid in U.S. dollars from a \$547,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-

3901. To request the RFP in PDF format, please go to:
<https://www.ustda.gov/USTDA/FedBizOpps/RFP/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4pm local time, April 12, 2010 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

3.0 Banque Nationale Du Rwanda ICT Modernization Project

3.1 Executive Summary

The proposed ICT Modernization Technical Assistance Project for Banque Nationale Du Rwanda (BNR), Rwanda's central bank, has the potential to significantly increase the efficiency, effectiveness, and transparency of the BNR as it serves its critical role of maintaining price stability and its other central banking functions. The Project has important potential developmental impacts, especially on the stability and growth of Rwanda's financial system.

While BNR has addressed certain aspects of its ICT modernization, including significant work on its national electronic payments system, other areas such as IT security and disaster recovery/business continuity require significant work. The proposed project would offer BNR the opportunity to put in place an implementation plan for a comprehensive program. Specifically, the proposed Technical Assistance (TA) will review BNR's existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis of the Project.

The Project would have the additional benefit of being supported by the US Department of Treasury through additional technical assistance funding and oversight by a resident advisor to the Bank of Tanzania also providing assistance to BNR. BNR has shown an institutional and financial commitment to modernizing its systems, including significant investments to develop its IT infrastructure. The Project would also address BNR's IT governance and other issues related to commitments to harmonize financial systems within the East African community.

There are significant potential US exports to the project for US suppliers of IT banking, business processing, and IT security solutions. US suppliers of software, hardware, and consulting services are globally competitive and well positioned in the Rwandan market, with US companies such as Oracle and ACI Worldwide having already developed strategic relationships with BNR. The NDA Team estimates that US exports of up to \$9.5 million could realistically be achieved through full implementation of the Project.

Based on our analysis of Project, the NDA Team recommends funding of the proposed TA with a budget of \$547,000.

3.2 Project Description

Banque Nationale Du Rwanda (BNR) was established by the Law on 24 April 1964 and came into force from 19 May 1964. Its main mission was the issue of currency in the Rwandan territory. The main missions of BNR are:

- to ensure and maintain price stability;
- to enhance and maintain a stable and competitive financial system without any exclusion; and
- to support Government's general economic policies.

In fulfilling the above missions, BNR carries out the following activities and responsibilities:

- defines and implements monetary policy;
- organizes, supervises and regulates the foreign exchange market;

- supervises and regulates the activities of financial institutions, notably banks, microfinance institutions, insurance companies, social security institutions, collective placement companies and pension funds institutions;
- supervises and regulates payment systems;
- mints and manages currency;
- holds and manages official foreign exchange reserves; and
- acts as State cashier.

US Department of Treasury Support for BNR

The US Department of Treasury's Office of Technical Assistance (OTA), with the support of OTA's resident advisor in Dar es Salaam, Tanzania is providing technical assistance to BNR with the objective of promoting domestic capital market development and more efficient public financial management. OTA's support will prioritize modernization of BNR's ICT environment to improve public financial management and transparency. One effect of this is helping deepen domestic financial markets and increase the overall effectiveness of government finances as well as donor funding in Rwanda. Fiscal discipline and efficient cash management are critical as revenue collection dwindles in the wake of an economic slump. The Network Dynamics team has been working closely with the OTA resident advisor to develop an appropriate USTDA funded Technical Assistance program for BNR's ICT Modernization Project.

The OTA support, along with the proposed USTDA Technical Assistance, will assist BNR and the Ministry of Finance and Economic Planning in building the technical capabilities to provide real-time cash balance information from a Treasury Single Account to policymakers. This in turn will help build capacity for more effective fiscal policy formulation and budget execution at the Ministry of Finance. Specifically, this activity will improve the capacity of the Government of Rwanda to: i) Improve cash management and reduce unnecessary borrowing; ii) Enable more accurate cash forecasting and budget implementation; iii) Tighten financial control of ongoing long term projects; and iv) Provide greater transparency and less opportunity for misuse of funds. It will also help BNR fulfill the upcoming EAC requirement for harmonized national payments systems between member countries as well as meet minimum EAC IT standards.

Sector

Rwanda's financial sector was significantly weakened due to the 1994 genocide as well as risky banking management during the post-genocide years. Since 1994, progress has been made in controlling inflation while stabilizing the foreign exchange market. Liberalization was adopted in 1995 and reforms in monetary management have since kept pace with a comprehensive program of reforms within the banking and microfinance sector aimed at restoring stability in the financial sector. Important steps have been made to restore banking sector stability, notably through the implementation of a sound legal and regulatory framework, and restructuring of financially troubled banks. Despite the strong pressure from energy and food prices, Rwanda has managed to keep inflation within single digits during the last six years.

Rwanda's Vision 2020, which provides the guiding framework for long-term economic development in Rwanda, focuses on financial sector development as a key component of the services industry. The ambition is to create a financial hub in the region. To achieve this objective, the medium-term strategy of the financial sector development is to promote financial stability, but also to:

- Diversify and increase the efficiency of financial services;
- Create an institutional framework for increased mobilization of national and international savings for the financing of investments; and

- Optimize the use of information technologies for the modernization of payment systems and their regional and international integration.

Rwanda underwent a World Bank funded Financial Sector Assessment (FSAP) in 2005-2006. The FSAP noted that Rwanda's financial sector remained shallow and underdeveloped. The indicator of financial deepness, M2/GDP, was just 20% in 2006, well below the sub-Saharan average of 42%. The private sector in Rwanda is still relatively small; private sector investment in the country is only 12% of GDP compared to 14% in the East African Community (EAC). Recommendations of the FSAP, which have been incorporated into the World Bank's Competitiveness and Enterprise Development Project, include enhancing BNR's autonomy and supervisory powers; upgrading accounting, auditing, credit information and payment systems; strengthening the legal and regulatory framework for the non-bank financial sector; developing more active money and foreign exchange markets; and modernizing the judicial framework.

A broad modernization program of the national payment system was introduced by BNR in 2006, working together with the other stakeholders in the banking sector. The objective was to reinforce BNR's macroeconomic management capacity, speed up the clearing process of interbank payments, facilitate the transition from cash based payments to non-cash based payments and to put in place an efficient and strong legal and regulatory framework for new payment systems.

Within the EAC as a whole, transaction costs in banking are still abnormally high due to a multiplicity of banking regimes and inefficient foreign exchange markets. The EAC, through its central banks, is seeking to set up a new standardized payment system based on the EU's Single Euro Payments Area model where a zone for the euro was created in which all electronic payments were considered domestic. The implementation of this type of financial infrastructure is highly IT/technology driven. Powerful IT platforms can enable large volumes of electronic payments to be made on a timely basis, increasing transparency and decreasing costs in one fell swoop. Reducing the frictional costs of doing business will ultimately foster greater commercial activity within the EAC. The EAC plan is to replicate the EU's economic integration model culminating in one central bank, one multinational payment and settlement system, and one currency. While many are skeptical about the EAC achieving a unified currency in the near term, the member countries' collective financial infrastructure badly needs to be upgraded. Upgrading the central banks' IT platforms and national payments systems is a key interim step in the overall plan.

The EAC central banks have agreed to adopt COBIT (Control Objectives for Information and related Technology) prior to January 1, 2010. COBIT is a widely accepted set of best practices for IT governance. As part of their induction to COBIT standards, each central bank will be required to identify its 15 priority IT processes and assess current gaps and weaknesses in all of them. The proposed ICT Modernization Project will reinforce and enhance the work which BNR is currently doing to meet the EAC IT standards.

Project Requirements

Central Banks have the extremely difficult task of maintaining price stability in the national economy. Achieving this, in itself, is a mammoth task without adding the challenges brought by disparate and non-integrated systems. In predicting options to maintain price stability, the demands of meeting complex data processing and business process requirements of the central bank's operations often result in the proliferation of disparate and disjointed information systems, which are often complemented by manual systems. BNR has recognized as a core principal of its operational risk mitigation strategy that the less human intervention, the less operational risk, and has therefore prioritized automating its major operations. Yet, BNR's legacy system, including its institutional arrangements, business processes and ICT architecture, has weakened its capacity to take prompt and effective actions. The system collects a lot

of data, but cannot efficiently and adequately provide value-added and time-sensitive information and BNR's policy function has difficulties getting real-time information on the change in market liquidity, the pricing of financial products and services, or the fluctuations in external capital flows.

BNR has four key applications, systems and databases currently in use. These are the core banking system (IBIS 2000), Oracle 10g database, Microsoft SQL server and the AIX operating system. A recent KPMG IT audit observed that there are significant gaps between the business operation needs and the functional capabilities of the IBIS application. They also determined that there is a need for BNR's management to assess how well the current system is able to meet the business process and control requirements. KPMG recommended that BNR carry out a comprehensive IT requirements definition and process mapping exercise. A validation and verification exercise could then be carried to identify areas where the IBIS system does not meet the needs of the business. At this point the bank would be in a position to make an informed decision, based on effort required, on whether to re-engineer the IBIS system or seek an alternative. Groupemont Informatique (GI), based in Tunisia, has been advising BNR on its IT requirements since 1999 and is currently performing a review of BNR's IT systems and requirements and developing a five year strategic IT plan. However, US Treasury advisors and BNR concur that GI is likely to recommend an upgrade of the current IBIS platform. Given the critical weaknesses in the IBIS 2000 platform identified through the KPMG IT audit, and GI's role in advising BNR to procure the IBIS platform, BNR is seeking outside technical help for more objective, and competent, recommendations.

The following areas have been identified by BNR to be addressed as part of the ICT Modernization Project.

Strategic IT Applications Roadmap

BNR, like many contemporary central banks of similar economies, finds itself at the crossroads with regards to defining a strategic roadmap that will lay the foundation for an IT infrastructure that can support its operations and meet its statutory mandate. Major challenges exist in the form of too many disparate applications. Effective integration of these applications has become tedious and some of the applications do not have the required depth of functionality to support end-to-end process automation, thus business processes have become difficult to manage, hampering efficiency and agility. BNR requires a review of the requirements for IT applications which takes into account all of the various components of BNR's ICT Modernization Project. The expected benefits from the implementation of the Strategic IT Applications Roadmap include:

- A streamlined and sanitized IT environment that is easier to maintain and less costly in the long-run;
- Improved business operations from well coordinated end-to-end business process automation;
- Improved governance, risk and compliance management;
- Better utilization of the banks assets from better enforcement of policies in the areas of material and fixed assets handling;
- Improvement in user productivity;
- Improved visibility into BNR operations by managers and senior executives with resulting improvement in bank-wide performance management;
- An enabling working environment and a motivated workforce in tune with current technology;
- Respectability within the Rwandan financial services sector and the country at large as well as among regional and international peers; and
- Transformation to an electronic paperless environment.

Business Process Management

BNR has established the goal of moving to a paperless operating environment. The current system is slow and paper-based with manual inputs to the Bank's various IT applications. It will be necessary to map all existing business processes (workflows) in order to create precise and viable electronic substitutes. The key interim steps are: utilize scanning technology for the operational replacement of paper documents as well as for systematic electronic archiving and formulate an initial and pragmatic set of policies and procedures to validate ("electronic signatures") scanned documents when created (scanned) or modified (replaced).

Business Continuity and Disaster Recovery

BNR is responsible for maintaining stability in Rwanda's financial system. In order to ensure a safe and sound financial system, BNR must have the ability to act swiftly and effectively to minimize systemic disruptions in the event of financial distress or crisis affecting the banks. Similarly in the event of a major disaster, BNR will play a vital role in maintaining market stability and containing the disruptions to the domestic market and financial institutions. Comprehensive contingency planning must be done to ensure that critical systems can continue to operate in all conditions. Plans must be tested on a regular basis to ensure that they are effective and that key staff are familiar with all procedures. Contingency planning will also include the issues of data storage and the maintenance of a "live and hot" remote data center. While this segment of the project will focus mainly on IT contingency planning, another important objective is to ensure that this is combined with business contingency planning as having a robust IT contingency plan without a complementary business contingency plan is a critical weakness.

IT Security and Identity and Access Management

As policymaking institutions, payment system operators, and asset/liability managers, central banks receive, store and send out huge amounts of market sensitive data. This requires the implementation of an effective and comprehensive IT security policy which balances the competing needs of security with user flexibility and data access. This is a critical issue which will be addressed through this Project. Updated policies will be prepared that address any weaknesses and conform with best practices of leading financial institutions.

BNR's Identity and Access Management (IAM) systems should allow the right people to access the right services across the Grantee's IT architecture while allowing efficient and effective management of directory services, user provisioning, web access management and single sign-on. The main reasons for implementation of IAM at the Bank are improving IT enterprise systems security and meeting Basel II regulatory and IT auditing requirements.

Data Warehousing

When successfully implemented, this component will deliver a centralized data warehouse and a centralized core banking system which will capture data from credit institutions, financial markets and central banking operations, and then process and feed them to user groups. User groups will be equipped with business development/data interrogation tools to turn data into information in the form of customized and standard reports to support policy and supervision functions, as well as to meet the central bank's disclosure obligations. One key objective of this work will be to develop an early warning dashboard for key senior and operational managers utilizing business intelligence technology.

National Electronic Payments System

The National Electronic Payment System refers to defined institutions, instruments and procedures that are used to effect payments in a specific country. It's the infrastructure that provides the economy with the channels for processing payments that result from all the economic activities that take place between economic agents from payment initiation and exchange of value to settlement or payment finality.

Payment systems play an important role in all modern economies by providing the transmission mechanisms through which the settlement of transactions between banks as major players and between their clients - buyers and sellers of goods and services - takes place. The safety, integrity, efficiency and reliability of both domestic and international payments are prerequisites for the safety and stability of the financial institutions and the financial markets within which they operate. The objective of BNR is to facilitate the change from a cash-based oriented economy to one using modern means of cashless payments by: encouraging the usage of non-cash payment instruments; ensuring access to both domestic and international transactions for the whole population; and having a national payment system that is compliant with international standards and open to both domestic and international payment service providers with an interoperable infrastructure.

ACI Worldwide, headquartered in New York, NY, has recently implemented a national payments and card management system for SIMTEL, an organization created by the Rwandan government to modernize the country's national payments network. Rwanda's new payments infrastructure will initially support national Visa debit cards. A second phase will introduce the acceptance of international credit cards to help bolster a previously cash-only revenue stream from foreign visitors. It will also enhance the national card scheme and enable the use of pre-authorized debit cards, allowing the system to be used in environments where online authorization is not always possible.

The project will provide ATMs and POS terminals to all banks under the direction of the government and the central bank of Rwanda. This will enable a wide cardholder and merchant base to process transactions electronically. In addition, the system uses the internationally standardized card scheme and payment methods of Europay, MasterCard and Visa (EMV). Though SIMTEL can handle both ATM and POS transactions, it is vastly underutilized as most transactions remain cash and paper-based throughout the economy. Few Rwandans have electronic payment cards and the Post Office does not participate in the Clearing House for its check cashing activities. There is no automated check clearing house (ACH).

IT Governance

BNR is undertaking an IT Governance project that is based on COBIT (Control Objectives for Information and Related Technology). The primary objective of this project is to ensure the Grantee's adherence to the 15 COBIT processes that have been adopted by BNR as part of an East African Community (EAC) commitment to harmonize national payments systems between member countries.

Economic Fundamentals

The economic benefits of the Project are difficult to quantify. From a qualitative perspective, the main economic benefit lies in the significantly strengthened infrastructure in terms of institutional capacity and a modern ICT platform for Rwanda's banking system as a result of enhanced reliability, coverage, consistency and timeliness of information on macroeconomic and monetary sector developments, credit institutions, as well as better uses and disclosure of the information. International experience in particular of transition economies and emerging markets shows that this usually leads to better assessment of macroeconomic and financial institution risks and more effective actions to address them by the

No	Process Name	Description
PO1	Define a Strategic IT Plan	IT Strategic Planning Process
PO2	Define the Information Architecture	Common standards, leveraging economies of scale
PO5	Manage the IT Investment	Ensuring sound financial management and IT investment selection
PO7	Manage IT Human Resources	Ensuring we take care of our people - HR in IT
PO9	Assess and Manage IT Risks	Make sure we manage our risk in IT.
PO10	Manage Projects	Introduction of proper project management practices
AI1	Identify Automated Solutions	Making sure we develop systems using proper steps (e.g. requirements, testing etc)
AI2	Software Lifecycle	Ensure that requested IT hardware, software and services are procured in line with defined procedures
AI6	Manage Changes	Ensure we only make controlled changes to the IT environment
DS1	Define and Manage Service Levels	Ensuring there is an agreement between IT & their customers to ensure proper levels of service
DS3	Manage Performance and Capacity	Ensuring that we constantly check our servers and systems to ensure we do not run out of capacity and maintain high levels of performance.
DS4	Ensure Continuous Service	Making sure that we are prepared in the event of an IT disaster
DS5	Ensure Systems Security	Making sure that we protect our information
DS8	Manage Service Desk and Incidents	Ensure efficient resolution of end-user queries and incidents
ME1	Monitor and Evaluate IT Performance	Making sure that we report our performance against the IT Strategy and other key measures

government/central bank/industry regulator. International experience also demonstrates that improved

transparency and availability of information on the central bank/regulatory policy stance will help financial institutions to better plan and manage the implementation of their business strategy or risk exposures. This contributes to macroeconomic and financial stability, and thereby to Rwanda's sustainable economic growth.

3.3 Project Sponsor's Capabilities and Commitment

ICT Modernization projects are exceptionally complex. International experience has clearly demonstrated that without an appropriate policy framework, business re-engineering and institutional capacity building, IT investments alone more often than not fail to achieve the desired modernization goals and benefits. Given the inherent complexity of an ICT modernization project such as the one proposed, it is critical that senior level officials are not only supportive but driving the Project. BNR has a formally approved regime of IT policies and procedures to guide operations of its IT organization and has a strong record of success in developing effective IT systems. The IT department has been allocated budget sufficient to maintain its current operations and begin planning for the proposed ICT Modernization Project. The role of IT as an enabler is very well established within BNR's thinking. However, some areas of BNR's ICT infrastructure are far behind international best practices and they lack a unified and comprehensive approach to implementing the Project. BNR, in line with the Government of Rwanda's Vision 2020, has established goals of having a highly effective workforce capable and IT enabled to achieve the bank's mandates; improving operational efficiency; and becoming a model central bank where technology is harnessed to all facets of operations. Senior management is fully supportive and driving the Project as it aims to comply with regional EAC commitments and become a model of excellence for central banks within the region.

3.4 Implementation Financing

Conventional financial analysis for this Project is difficult because the proposed project does not directly generate revenues for the beneficiaries, nor would it be feasible to derive costs for delivering the main functions made possible through Project implementation. The Economic and Financial Analysis tasks in the TOR are therefore combined to derive an overall economic/financial justification for the project that would assist BNR in its pursuit of internal and external financing.

BNR has allocated significant budgetary resources to the implementation of ICT projects over the past 10 years and has established a fairly robust system relative to other central banks in the region. While the overall Project costs will be significant, estimated at \$16 million, a unified ICT Modernization Project implementation plan with an economic cost benefit and financial analysis should give BNR sufficient justification for budgeting the necessary funds, even if through a phased implementation plan. Vendor financing is a likely option for major procurements such as the core banking platform.

Central bank ICT modernization projects are attractive to international financial institutions such as the African Development Bank and the World Bank due to the strong economic impacts and the prospect of significantly improving the transparency and effectiveness of the financial sector as well as the flows of development financing in the country. Bilateral donors are also active in the sector, such as the Swedish International Development Agency (SIDA), which is currently supporting EAC regional integration, including work on a common monetary policy.

The US Export-Import Bank (ExIm) provides working capital guarantees (pre-export financing); export credit insurance; and loan guarantees and direct loans (buyer financing). ExIm is open in Rwanda for short term financing for the public sector.

3.5 U.S. Export Potential.

There are significant potential US exports to the project for US suppliers of IT banking, business processing, and IT security solutions. US suppliers of software, licenses, hardware, and consulting services are globally competitive and well positioned in the Rwandan market, with several US companies, including Oracle, HP, Microsoft, and ACI Worldwide, having already developed strategic relationships with BNR. The NDA Team estimates that US exports of up to \$9.5 million could realistically be achieved through full implementation of the Project. The following table shows realistic US exports by project component.

Project Component	Implementation Cost	Likelihood of US Exports	Realistic US Exports
IT Banking Architecture	\$5 million	High	\$3 million
Core Banking and Data Warehousing	\$5 million	High	\$3 million
Business Process Management and Disaster Recovery	\$3.5 million	Medium	\$1.5 million
IT Security	\$1 million	High	\$1 million
Payments Switch, ACH and Smart Card	\$1.5 million	High	\$1 million
TOTAL	\$16 million		\$9.5 million

Potential U.S. suppliers and companies that would benefit from the proposed ICT Modernization Project include:

IT Banking Architecture / Core Banking and Data Warehousing / Business Continuity and Disaster Recovery

Oracle, FiServe, Fidelity Information Services, Computer Sciences Corporation, Microsoft, Accenture/Alnova Financial Solutions (US), IBM, Dell, HP, Intel, Unisys, CISCO, Juniper, Jaypar, Gartner, Sun Microsystems.

IT Security

AMP/Tyco Electronics, Harris Corporation, EMC, Oracle, FiServe, Fidelity Information Services, Computer Sciences Corporation, Microsoft, IBM, Dell, HP, Intel, Unisys, Checkpoint, Norton.

Payments Switch, ACH and Smart Card

ACI Worldwide, Euronet Worldwide Inc.

The NDA Team has contacted several potential suppliers, to discuss the project, including Oracle, Computer Sciences Corporation (CSC), Jaypar, Gartner, and IOS Partners. With the exception of CSC,

all of the companies are interested in the opportunities presented by the Project. CSC is considering developing a product line for mid-sized banks but currently focuses exclusively on large banks. While significant US exports would come from US suppliers, some US companies, including Oracle, supply some of their IT banking services for the Africa region from India, South Africa, Mauritius, or other regional locations (this has been accounted for in our calculations of expected US exports). Jaypar, Gartner, and IOS Partners are also potential US contractors for the USTDA funded Technical Assistance.

3.6 Foreign Competition and Market Entry Issues

The Banque Nationale Du Rwanda has an established commercial relationship with Oracle as well as with other suppliers such as Microsoft and HP. Oracle has already performed a detailed planning workshop for BNR for its IT platform upgrade. Therefore US companies are well positioned to secure contracts during project implementation. However, European and Asian firms are very competitive in this sector and Indian firms in particular have a competitive price advantage due to low labor costs. Companies such as SAP (Germany), Infosys/Finacle (India), InfracoreTech (India), Misys (UK), Polaris Software Lab (India), SunGard System Access (Singapore), and IBIS (UK) are strong competitors for IT banking platforms and software solutions. Temenos (Switzerland) and VocaLink (UK) are competitive in the region for payments systems, ACH, and smartcard technology.

3.7 Developmental Impact

Human Capacity Building - If implemented, the project will entail significant ICT training for BNR staff. It is expected that training for over 100 BNR staff will be included in software and hardware application procurement packages and will include end users from various departments, ranging from junior staff to senior management.

Technology Transfer and Productivity Improvement - If implemented, the project will introduce modern ICT technologies to BNR, with resulting productivity improvements. Such productivity improvements will be estimated as part of the economic cost/benefit analysis for the project included in the terms of reference. ICT technologies in the following areas would be introduced: IT security, disaster recovery and business continuity, electronic payments switch, identity and access management, data warehousing plan, and IT governance.

Other – Increased efficiency and transparency of financial transactions within Rwanda's public sector financial system will have a significant impact on good governance and service by the Government of Rwanda.

Rwanda's private financial sector and the economy at large will gain from more efficient and secure transactions. The growth of the financial sector facilitates domestic and foreign investment and economic growth.

The introduction of smart card technology for banking would serve the un-banked and under-banked segments of the population. If the smart card program is implemented as part of the national electronic payments component of the Project, there could be a significant positive impact on the economic and financial well being of rural and urban poor segments of Rwanda's population.

3.8 Impact on the Environment

There is no expected negative impact on the environment from the proposed ICT Modernization Project. A large part of the project entails the procurement and transfer of intellectual property. The hardware and physical infrastructure requirements of the project are in line with ongoing upkeep and maintenance

requirements for BNR's ICT infrastructure. Based on the negligible impact on the environment of the proposed project, we recommend that the TOR include a preliminary environmental impact assessment in line with USTDA's basic requirements.

3.9 Impact on U.S. Labor

Based upon our review, we found that the Project does not provide: (a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (b) assistance for any project or activity that contributes to the violation of internationally recognized workers rights; or (c) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.

This project will assist the BNR, an independent Government of Rwanda institution, to modernize its ICT infrastructure. Therefore the project is not expected to have any negative impact on U.S. industry or reduce employment in the US. Positive impacts on US labor in the form of US exports and jobs in the ICT industry are expected if the project is implemented.

3.10 Qualifications

Technical assistance and training should be conducted through a U.S. consulting with the following experience:

- Assessing ICT requirements for mid-sized to large financial institutions;
- Developing integrated IT platforms for financial institutions, including global experience with IT applications, IT security policy, disaster recovery and business continuity plans, electronic payments switches, identity and access management, data warehousing plans, and IT governance processes;
- Working in emerging market economies similar to Rwanda to develop complex financial sector IT projects.



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Government of the Republic of Rwanda acting through the National Bank of Rwanda (Banque Nationale du Rwanda or "Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$547,000 ("USTDA Grant") to fund the cost of goods and services required for a technical assistance ("TA") on the proposed Banque Nationale du Rwanda ICT Modernization ("Project") in Rwanda ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.



5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the TA. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the TA. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the TA. This contract and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the



Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract there under must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is April 30, 2012, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

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9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

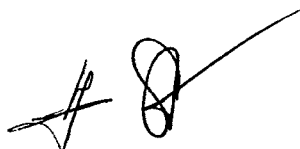
Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.



13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

14. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

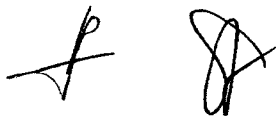
The Grantee agrees to maintain books, records, and other documents relating to the TA and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Governor. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

Two handwritten signatures are present. The signature on the left is a stylized, cursive 'P'. The signature on the right is a more complex, cursive signature, possibly 'JP' or similar.

To: Mr. Jean Bosco Rutayisire Munyura
Director, ICT
National Bank of Rwanda
Avenue Paul VI
BP 531 KIGALI
RWANDA

Phone: +250 59142219
Fax: none
E-mail: brutayisire@bnr.rw

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.:	11 10/11 1001
Activity No.:	2010-11009A
Reservation No.:	2010110009
Grant No.:	GH2010110003

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments which they are committed to make pursuant to non cancellable commitments entered into with third parties prior to the written notice of termination.



19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

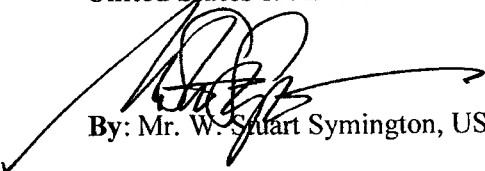
By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

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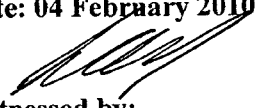
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IN WITNESS WHEREOF, the Government of the United States of America and the Government of the Republic of Rwanda, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the
United States of America


By: Mr. W. Stuart Symington, US Ambassador


Date: 04 February 2010


Witnessed by:
Alexander Sokoloff, U.S. Embassy,
Economic Officer

For the Government of the
Republic of Rwanda


By: Francois KANIMBA Governor,
of the National Bank of Rwanda

Date: 04 February 2010


Witnessed by:
Ambassador Claver GATETE
Vice-Governor of the National Bank
of Rwanda

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

Objective

The successful completion of these Terms of Reference for the Technical Assistance ("TA") will support the National Bank of Rwanda (Banque Nationale du Rwanda or "Grantee") in the implementation of its information and communication technology (ICT) modernization ("Project"). The Project aims to implement an integrated ICT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project will also ensure that the recommended technologies are operationally sustainable. The Project will be guided and should adhere to the 15 Control Objectives for Information and related Technology (COBIT) processes that have been adopted by the Grantee.

The TA will review and analyze the Grantee's existing core business processes and information technology (IT) environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee's existing IT applications, network and communication infrastructure, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core business processes and show the gap between core business process and IT environment.

The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis will culminate in a detailed implementation plan, including draft tender documents, which has been reviewed by and incorporates inputs from key stakeholders.

Task 1- Kickoff Meeting, Document Review, Site Inspections and Stakeholder Consultations

The Contractor shall meet with the Grantee to discuss the Project and gain understanding of the perspectives and priorities of officials within relevant offices of the National Bank of Rwanda.

If a U.S. Department of the Treasury Resident Advisor ("Advisor") is assigned to assist the Grantee at the time of Contract execution, the Contractor shall discuss the Project with the Advisor.

The Grantee shall provide to the Contractor and the Contractor shall review all relevant and available reports regarding the Grantee's current ICT infrastructure and IT systems. The Contractor shall perform site inspections of the facilities and systems that are anticipated to be assessed during the TA.

The Contractor shall solicit input and recommendations from key stakeholders, including but not limited to the Ministry of Finance and Economic Planning, the Ministry of Health, and the Ministry of Education as well as key users of the ICT systems as identified by the Grantee.

Deliverable: The Contractor's deliverable for Task 1 shall be a report that fully incorporates all findings, analysis and recommendations derived from work performed under Task 1.

Task 2- Training Workshops

During the course of the TA, the Contractor shall provide at least 20 days of training covering at least two topic areas with a total of at least 40 participants receiving training over the course of the TA. The Contractor and the Grantee shall collaborate to determine the topics of training. Prospective topic areas include, but are not limited to, the following:

Integrated Financial Infrastructure Training including:

- Attributes and capabilities of state-of-the-art IT platforms
- User specific applications for key areas such as banking and financial markets
- Business intelligence applications to create specific risk monitoring "dashboards" for senior managers

Risk Management, including institutional knowledge of planning, implementing, and practicing coherent policies for:

- IT security
- Business continuity
- Disaster recovery
- Business process management
- Project management
- Change management

Based upon an assessment of the Grantee's capacity in the areas covered in these Terms of Reference, the Contractor shall assess the requirements for capacity building, taking into account training to be provided by vendors through various procurements planned in the future. The Contractor shall estimate expected costs and, through consultation with the Grantee and with consideration of prospective budgets available, recommend a long-term training program schedule for the Grantee.

Deliverable: The Contractor's deliverable for Task 2 shall be electronic copies of all training materials, description of trainings performed with attendee lists, and a written recommendation for long-term training program schedule that fully incorporates all findings, analysis and recommendations derived from work performed under Task 2.

Task 3- Technical Review, Analysis and Recommendations

The Contractor shall review, analyze, and make recommendations on the following components of the ICT Modernization Project:

Task 3a- Strategic IT Applications Roadmap

The Grantee has recently contracted with a Tunisian company, Groupement Informatique (GI), to perform a study of its current IT environment. The Grantee shall provide to the Contractor and the Contractor shall review the GI study and develop an independent, objective analysis of the recommendations focusing on minimizing the risk of failure.

The Grantee has four key applications, systems and databases currently in use. These are the core banking system (IBIS 2000), Oracle 10g database, Microsoft SQL server and the AIX operating system and Microsoft windows server 2003. The Contractor shall review and assess the current systems, the network and communication infrastructure and make recommendations on how to replace them. The Contractor shall develop a budget and a roadmap for implementation and technical specifications for the future systems. The Contractor shall assess the integration of all IT applications and suggest a plan of improvement.

Based upon the GI study, the Contractor shall produce a Strategic IT Applications Roadmap which offers various options of a recommended roadmap and the intended technical direction, estimated budget for the implementation of the roadmap strategy, overview of the methodology used as well as key findings of the Grantee's current IT environment.

Deliverable: The Contractor's deliverable for Task 3a shall be a Strategic IT Applications Roadmap and budget that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3a.

Note: The Strategic IT Applications Roadmap shall take into account all the technical tasks below and incorporate those that have specific applications which require integration within the overall IT system.

Task 3b- Business Process Management

The Grantee intends to implement business processes management (BPM) for improved efficiency, regulatory compliance, cost reduction, oversight capabilities, and to reduce paperwork and promote paperless transactions.

Task 3e- Formulation of Initial Data Warehousing Plan

The Contractor shall review the Grantee's current data warehousing systems and develop:

- An inventory of existing database systems and flow of data in the Bank;
- Detailed data warehousing system functional specifications;
- Data formats and processes; data input and output structures; detailed data dictionary; detailed metadata; and integrated data view and access;
- A detailed logical framework for creation of an efficient data warehousing system; and
- An assessment of the existing gaps that need to be filled for successful implementation of data warehousing at the Bank.

The Contractor shall prepare a strategic framework and roadmap for the implementation of data warehousing, including business intelligence tools (e.g. dashboards) and senior management early warning systems which meets the needs of key users and senior National Bank of Rwanda officials.

The Contractor shall make recommendations for implementation within the context of the overall ICT Modernization Project.

Deliverable: The Contractor's deliverable for Task 3e shall be a strategic framework and roadmap for the implementation of data warehousing that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3e.

Task 3f- Electronic Payments Switch and Automated Clearing House

The Grantee is currently implementing a national electronic payments project, including Real Time Gross Settlement (RTGS), Automated Clearing House (ACH), Central Security Depository (CSD) and an electronic payments switch. The Grantee is currently operating a national electronic payments switch through the local operator, Société Monétique at de Tele-Compensation (SIMTEL). Though the switch can handle both automated teller machine (ATM) and point of sale (POS) transactions, it is vastly underutilized as most transactions remain cash and paper-based throughout the economy. The Contractor shall review and assess the current and prospective functionality of the national electronic payments project and its alignment with the Grantee's requirements. The recommendations shall include examining the use of "smart cards" to provide financial services to the un-banked and under-banked sectors of the population.

Deliverable: The Contractor's deliverable for Task 3f shall be written recommendations for electronic payments switch that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3f.

Task 3g Assess Requirements for IT Governance

The Grantee is undertaking an IT Governance project that is based on Control Objectives for Information and Related Technology (COBIT). The primary objective of this project

The Contractor shall review and optimize the Grantee's historical and current BPM environment, including any available planning documents or studies, and recommend an optimized BPM. The contractor shall also develop a transition strategy to the optimized BPM as an integral part of the overall Project, including a detailed implementation and funding plan. The strategy shall include reliable and secure electronic document management utilizing state of the art electronic signature facility. It shall also incorporate an implementation plan for electronic archiving and workflow.

Deliverable: The Contractor's deliverable for Task 3b shall be an optimized BPM and a transition strategy to the optimized BPM, including necessary software with detailed implementation and funding plan that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3b.

Task 3c- Business Continuity and Disaster Recovery

The Contractor shall review the plans for disaster recovery and work area recovery facilities and systems.

The Contractor shall prepare a draft policy and detailed plan for implementation of business continuity management, disaster recovery systems and facilities that reflect international best practices, including an operational plan for maintenance and testing of the systems.

Deliverable: The Contractor's deliverable for Task 3c shall be a draft business continuity plan and disaster recovery plan and a detailed plan for implementation of business continuity management, disaster recovery systems and facilities that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3c.

Task 3d- IT Security and Identity and Access Management

The Grantee's Identity and Access Management (IAM) systems need to allow the right people to access the right services across the Grantee's IT architecture while allowing efficient and effective management of directory services, user provisioning, web access management, and enterprise single sign-on. The main reasons for implementation of IAM at the Bank are improving IT enterprise systems security and meeting Basel II regulatory and IT Auditing requirements.

The Contractor shall perform a review of current IAM systems, prepare a draft IT security policy, and recommend an IAM strategy which moves the Grantee from a general IT security policy framework to setting specific standards and designing/establishing specific security architecture and a roadmap for implementation.

Deliverable: The Contractor's deliverable for Task 3d shall be a draft IT security policy, IAM strategy, and implementation roadmap that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3d.

is to ensure the Grantee's adherence to the 15 COBIT processes that have been adopted by the Grantee as part of an East African Community (EAC) requirement for harmonized national payments systems between member countries.

The Contractor shall review and assess the Grantee's current operations and plans with respect to the 15 COBIT processes, with particular attention to staffing requirements.

The Contractor shall make recommendations as to the technical and operational requirements needed so that the Grantee can comply with the EAC COBIT framework.

The Contractor shall prepare EAC-required draft COBIT policies, a strategic framework, roadmap, and budget for implementation of IT governance based on COBIT for each of the 15 processes.

Deliverable: The Contractor's deliverable for Task 3g shall be the draft COBIT policies, a strategic framework, roadmap, and budget for implementation of IT governance based on COBIT that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3g.

Task 4- U.S. Sources of Supply

While aiming at optimum specifications and characteristics for the Project, the Contractor shall prepare an assessment of the availability of potential U.S. sources of supply for the components necessary for the implementation of the Project. The Contractor shall include business name, point of contact, address, telephone, e-mail, and fax numbers for each source.

Deliverable: The Contractor's deliverable for Task 4 shall be an assessment of U.S. sources of supply with detailed list of prospective sources that can supply components necessary for implementation of the Project identified as a result of all findings, analysis and recommendations derived from work performed under Task 4.

Task 5- Developmental Impact Analysis

The Contractor shall report on the potential Development Impact of the Project in the Host Country. The Contractor should focus on what the economic development outcomes will be if the Project is implemented according to the TA recommendations. While specific focus should be paid to the immediate impact of the specific Project that is being considered, the Contractor should include, where appropriate, any additional developmental benefits to the Project. The analysis of potential benefits of the Contractor should be as concrete and detailed as possible. The Development Impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the Host Country. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

Human Capacity Building: Assess the number of people who would receive training and describe such potential training programs.

Technology Transfer and Productivity Enhancement: Provide a description of any advanced technologies that would be utilized as a result of the project. Describe and quantify any efficiency or productivity enhancement that would be gained.

Other: Describe any other developmental impacts or benefits that would result from the project, in particular: increased transparency of financial transactions within Rwanda's financial system and resulting impacts on good governance within Rwanda; banking services provided to previously un-banked or under-banked segments of the population; improved financial sector performance and resulting impact on domestic and foreign investment and economic growth in Rwanda.

Deliverable: The Contractor's deliverable for Task 5 shall be a detailed developmental impact assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 5.

Task 6- Economic and Financial Analysis

The Contractor shall perform an economic cost benefit analysis of the Project, including an analysis of competing alternative methods of achieving the same or similar objectives for the Project.

The Contractor shall perform a financial analysis of the Project, including internal rate of return and return on investment, and make recommendations regarding financing options.

The Contractor shall identify and contact potential sources of financing to assess the likelihood of financing. Sources shall include, but not be limited to, bilateral and multilateral financing institutions.

Deliverables: The Contractor's deliverable for Task 6 shall be a report, including electronic spreadsheets, describing the economic and financial analysis performed; list of prospective financing sources contacted and description of conversations held with such sources. The report shall fully incorporate all findings, analysis and recommendations derived from work performed under Task 6.

Task 7- Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary review of the project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies (such as the World Bank). This review would identify negative impacts, if any, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the project sponsor subsequent to the TA's completion and prior to project

implementation. The review shall also identify potential positive impact, such as moving to a paperless environment, and include those results in the cost benefit calculations of the Economic Analysis for the Project.

Deliverable: The Contractor's deliverable for Task 7 shall be a Preliminary Environmental Impact Assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 7.

Task 8- Regulatory and Policy Review

The Contractor shall perform a review of regulatory and policy issues related to the ICT modernization system components assessed in Tasks 1-7. The Contractor shall discuss any regulations that may impact the project's viability or prognosis to move forward. The Contractor shall review the internal, national, regional (e.g. East African Community), and international regulations and policies that currently apply to the Grantee or are likely to apply to the Grantee within the lifetime of the Project. An example of a regulation that needs immediate review is the framework for the national payments system, including incentives and/or modalities to shift cash and paper based transactions to an electronic basis.

Deliverable: The Contractor's deliverable for Task 8 shall be a review of regulatory and policy issues that fully incorporate all findings, analysis and recommendations derived from work performed under Task 8.

Task 9- Final ICT Modernization Recommendation and Implementation Plan

The Contractor shall prepare a draft unified ICT modernization recommendation incorporating all of the system components assessed in Tasks 1-8. The recommendation shall offer alternative approaches to implementation taking into account priorities based on the potential budget.

The Contractor shall present the recommendation in a workshop with the Grantee. The Contractor shall consult with key stakeholders during this process. The workshop shall include financing agencies that have demonstrated interest in providing financing for the Project.

The Contractor will develop a detailed implementation plan with a timeline.

The Contractor shall prepare draft technical sections of the tender documents and tender evaluation criteria for each of the ICT modernization projects recommended for implementation.

Taking into account the review by the Grantee and key stakeholders, the Contractor shall produce a final unified ICT modernization recommendation. This shall include an executive summary report appropriate for presentation to prospective donors and international financing agencies.

Deliverable: The Contractor's deliverable for Task 9 shall be a final unified ICT modernization recommendation that fully incorporates all findings, analysis and recommendations derived from work performed under Task 9.

Task 10- Final Report

The Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause I of Annex II of the Grant Agreement. Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables. The Final Report shall contain an executive summary. In addition to any other required deliverables in accordance with Clause I of Annex II of the Grant Agreement, the Contractor will provide both the Grantee with 6 copies of the final report on CD-ROM. The CD-ROM version of the final report will include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Government of the Republic of Rwanda acting through the National Bank of Rwanda (Banque Nationale du Rwanda or "Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Banque Nationale du Rwanda ICT Modernization project ("Project") in the Republic of Rwanda ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract

or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available

from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

- (a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that

confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is April 30, 2012, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.:	11 10/11 1001
Activity No.:	2010-11009A
Reservation No.:	2010110009
Grant No.:	GH2010110003

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

Annex I

Terms of Reference

Objective

The successful completion of these Terms of Reference for the Technical Assistance ("TA") will support the National Bank of Rwanda (Banque Nationale du Rwanda or "Grantee") in the implementation of its information and communication technology (ICT) modernization ("Project"). The Project aims to implement an integrated ICT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project will also ensure that the recommended technologies are operationally sustainable. The Project will be guided and should adhere to the 15 Control Objectives for Information and related Technology (COBIT) processes that have been adopted by the Grantee.

The TA will review and analyze the Grantee's existing core business processes and information technology (IT) environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee's existing IT applications, network and communication infrastructure, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core business processes and show the gap between core business process and IT environment.

The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis will culminate in a detailed implementation plan, including draft tender documents, which has been reviewed by and incorporates inputs from key stakeholders.

Task 1- Kickoff Meeting, Document Review, Site Inspections and Stakeholder Consultations

The Contractor shall meet with the Grantee to discuss the Project and gain understanding of the perspectives and priorities of officials within relevant offices of the National Bank of Rwanda.

If a U.S. Department of the Treasury Resident Advisor ("Advisor") is assigned to assist the Grantee at the time of Contract execution, the Contractor shall discuss the Project with the Advisor.

The Grantee shall provide to the Contractor and the Contractor shall review all relevant and available reports regarding the Grantee's current ICT infrastructure and IT systems. The Contractor shall perform site inspections of the facilities and systems that are anticipated to be assessed during the TA.

The Contractor shall solicit input and recommendations from key stakeholders, including but not limited to the Ministry of Finance and Economic Planning, the Ministry of Health, and the Ministry of Education as well as key users of the ICT systems as identified by the Grantee.

Deliverable: The Contractor's deliverable for Task 1 shall be a report that fully incorporates all findings, analysis and recommendations derived from work performed under Task 1.

Task 2- Training Workshops

During the course of the TA, the Contractor shall provide at least 20 days of training covering at least two topic areas with a total of at least 40 participants receiving training over the course of the TA. The Contractor and the Grantee shall collaborate to determine the topics of training. Prospective topic areas include, but are not limited to, the following:

Integrated Financial Infrastructure Training including:

- Attributes and capabilities of state-of-the-art IT platforms
- User specific applications for key areas such as banking and financial markets
- Business intelligence applications to create specific risk monitoring "dashboards" for senior managers

Risk Management, including institutional knowledge of planning, implementing, and practicing coherent policies for:

- IT security
- Business continuity
- Disaster recovery
- Business process management
- Project management
- Change management

Based upon an assessment of the Grantee's capacity in the areas covered in these Terms of Reference, the Contractor shall assess the requirements for capacity building, taking into account training to be provided by vendors through various procurements planned in the future. The Contractor shall estimate expected costs and, through consultation with the Grantee and with consideration of prospective budgets available, recommend a long-term training program schedule for the Grantee.

Deliverable: The Contractor's deliverable for Task 2 shall be electronic copies of all training materials, description of trainings performed with attendee lists, and a written recommendation for long-term training program schedule that fully incorporates all findings, analysis and recommendations derived from work performed under Task 2.

Task 3- Technical Review, Analysis and Recommendations

The Contractor shall review, analyze, and make recommendations on the following components of the ICT Modernization Project:

Task 3a- Strategic IT Applications Roadmap

The Grantee has recently contracted with a Tunisian company, Groupement Informatique (GI), to perform a study of its current IT environment. The Grantee shall provide to the Contractor and the Contractor shall review the GI study and develop an independent, objective analysis of the recommendations focusing on minimizing the risk of failure.

The Grantee has four key applications, systems and databases currently in use. These are the core banking system (IBIS 2000), Oracle 10g database, Microsoft SQL server and the AIX operating system and Microsoft windows server 2003. The Contractor shall review and assess the current systems, the network and communication infrastructure and make recommendations on how to replace them. The Contractor shall develop a budget and a roadmap for implementation and technical specifications for the future systems. The Contractor shall assess the integration of all IT applications and suggest a plan of improvement.

Based upon the GI study, the Contractor shall produce a Strategic IT Applications Roadmap which offers various options of a recommended roadmap and the intended technical direction, estimated budget for the implementation of the roadmap strategy, overview of the methodology used as well as key findings of the Grantee's current IT environment.

Deliverable: The Contractor's deliverable for Task 3a shall be a Strategic IT Applications Roadmap and budget that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3a.

Note: The Strategic IT Applications Roadmap shall take into account all the technical tasks below and incorporate those that have specific applications which require integration within the overall IT system.

Task 3b- Business Process Management

The Grantee intends to implement business processes management (BPM) for improved efficiency, regulatory compliance, cost reduction, oversight capabilities, and to reduce paperwork and promote paperless transactions.

Task 3e- Formulation of Initial Data Warehousing Plan

The Contractor shall review the Grantee's current data warehousing systems and develop:

- An inventory of existing database systems and flow of data in the Bank;
- Detailed data warehousing system functional specifications;
- Data formats and processes; data input and output structures; detailed data dictionary; detailed metadata; and integrated data view and access;
- A detailed logical framework for creation of an efficient data warehousing system; and
- An assessment of the existing gaps that need to be filled for successful implementation of data warehousing at the Bank.

The Contractor shall prepare a strategic framework and roadmap for the implementation of data warehousing, including business intelligence tools (e.g. dashboards) and senior management early warning systems which meets the needs of key users and senior National Bank of Rwanda officials.

The Contractor shall make recommendations for implementation within the context of the overall ICT Modernization Project.

Deliverable: The Contractor's deliverable for Task 3e shall be a strategic framework and roadmap for the implementation of data warehousing that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3e.

Task 3f- Electronic Payments Switch and Automated Clearing House

The Grantee is currently implementing a national electronic payments project, including Real Time Gross Settlement (RTGS), Automated Clearing House (ACH), Central Security Depository (CSD) and an electronic payments switch. The Grantee is currently operating a national electronic payments switch through the local operator, Société Monétique at de Tele-Compensation (SIMTEL). Though the switch can handle both automated teller machine (ATM) and point of sale (POS) transactions, it is vastly underutilized as most transactions remain cash and paper-based throughout the economy. The Contractor shall review and assess the current and prospective functionality of the national electronic payments project and its alignment with the Grantee's requirements. The recommendations shall include examining the use of "smart cards" to provide financial services to the un-banked and under-banked sectors of the population.

Deliverable: The Contractor's deliverable for Task 3f shall be written recommendations for electronic payments switch that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3f.

Task 3g Assess Requirements for IT Governance

The Grantee is undertaking an IT Governance project that is based on Control Objectives for Information and Related Technology (COBIT). The primary objective of this project

The Contractor shall review and optimize the Grantee's historical and current BPM environment, including any available planning documents or studies, and recommend an optimized BPM. The contractor shall also develop a transition strategy to the optimized BPM as an integral part of the overall Project, including a detailed implementation and funding plan. The strategy shall include reliable and secure electronic document management utilizing state of the art electronic signature facility. It shall also incorporate an implementation plan for electronic archiving and workflow.

Deliverable: The Contractor's deliverable for Task 3b shall be an optimized BPM and a transition strategy to the optimized BPM, including necessary software with detailed implementation and funding plan that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3b.

Task 3c- Business Continuity and Disaster Recovery

The Contractor shall review the plans for disaster recovery and work area recovery facilities and systems.

The Contractor shall prepare a draft policy and detailed plan for implementation of business continuity management, disaster recovery systems and facilities that reflect international best practices, including an operational plan for maintenance and testing of the systems.

Deliverable: The Contractor's deliverable for Task 3c shall be a draft business continuity plan and disaster recovery plan and a detailed plan for implementation of business continuity management, disaster recovery systems and facilities that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3c.

Task 3d- IT Security and Identity and Access Management

The Grantee's Identity and Access Management (IAM) systems need to allow the right people to access the right services across the Grantee's IT architecture while allowing efficient and effective management of directory services, user provisioning, web access management, and enterprise single sign-on. The main reasons for implementation of IAM at the Bank are improving IT enterprise systems security and meeting Basel II regulatory and IT Auditing requirements.

The Contractor shall perform a review of current IAM systems, prepare a draft IT security policy, and recommend an IAM strategy which moves the Grantee from a general IT security policy framework to setting specific standards and designing/establishing specific security architecture and a roadmap for implementation.

Deliverable: The Contractor's deliverable for Task 3d shall be a draft IT security policy, IAM strategy, and implementation roadmap that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3d.

is to ensure the Grantee's adherence to the 15 COBIT processes that have been adopted by the Grantee as part of an East African Community (EAC) requirement for harmonized national payments systems between member countries.

The Contractor shall review and assess the Grantee's current operations and plans with respect to the 15 COBIT processes, with particular attention to staffing requirements.

The Contractor shall make recommendations as to the technical and operational requirements needed so that the Grantee can comply with the EAC COBIT framework.

The Contractor shall prepare EAC-required draft COBIT policies, a strategic framework, roadmap, and budget for implementation of IT governance based on COBIT for each of the 15 processes.

Deliverable: The Contractor's deliverable for Task 3g shall be the draft COBIT policies, a strategic framework, roadmap, and budget for implementation of IT governance based on COBIT that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3g.

Task 4- U.S. Sources of Supply

While aiming at optimum specifications and characteristics for the Project, the Contractor shall prepare an assessment of the availability of potential U.S. sources of supply for the components necessary for the implementation of the Project. The Contractor shall include business name, point of contact, address, telephone, e-mail, and fax numbers for each source.

Deliverable: The Contractor's deliverable for Task 4 shall be an assessment of U.S. sources of supply with detailed list of prospective sources that can supply components necessary for implementation of the Project identified as a result of all findings, analysis and recommendations derived from work performed under Task 4.

Task 5- Developmental Impact Analysis

The Contractor shall report on the potential Development Impact of the Project in the Host Country. The Contractor should focus on what the economic development outcomes will be if the Project is implemented according to the TA recommendations. While specific focus should be paid to the immediate impact of the specific Project that is being considered, the Contractor should include, where appropriate, any additional developmental benefits to the Project. The analysis of potential benefits of the Contractor should be as concrete and detailed as possible. The Development Impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the Host Country. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

Human Capacity Building: Assess the number of people who would receive training and describe such potential training programs.

Technology Transfer and Productivity Enhancement: Provide a description of any advanced technologies that would be utilized as a result of the project. Describe and quantify any efficiency or productivity enhancement that would be gained.

Other: Describe any other developmental impacts or benefits that would result from the project, in particular: increased transparency of financial transactions within Rwanda's financial system and resulting impacts on good governance within Rwanda; banking services provided to previously un-banked or under-banked segments of the population; improved financial sector performance and resulting impact on domestic and foreign investment and economic growth in Rwanda.

Deliverable: The Contractor's deliverable for Task 5 shall be a detailed developmental impact assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 5.

Task 6- Economic and Financial Analysis

The Contractor shall perform an economic cost benefit analysis of the Project, including an analysis of competing alternative methods of achieving the same or similar objectives for the Project.

The Contractor shall perform a financial analysis of the Project, including internal rate of return and return on investment, and make recommendations regarding financing options.

The Contractor shall identify and contact potential sources of financing to assess the likelihood of financing. Sources shall include, but not be limited to, bilateral and multilateral financing institutions.

Deliverables: The Contractor's deliverable for Task 6 shall be a report, including electronic spreadsheets, describing the economic and financial analysis performed; list of prospective financing sources contacted and description of conversations held with such sources. The report shall fully incorporate all findings, analysis and recommendations derived from work performed under Task 6.

Task 7- Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary review of the project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies (such as the World Bank). This review would identify negative impacts, if any, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the project sponsor subsequent to the TA's completion and prior to project

implementation. The review shall also identify potential positive impact, such as moving to a paperless environment, and include those results in the cost benefit calculations of the Economic Analysis for the Project.

Deliverable: The Contractor's deliverable for Task 7 shall be a Preliminary Environmental Impact Assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 7.

Task 8- Regulatory and Policy Review

The Contractor shall perform a review of regulatory and policy issues related to the ICT modernization system components assessed in Tasks 1-7. The Contractor shall discuss any regulations that may impact the project's viability or prognosis to move forward. The Contractor shall review the internal, national, regional (e.g. East African Community), and international regulations and policies that currently apply to the Grantee or are likely to apply to the Grantee within the lifetime of the Project. An example of a regulation that needs immediate review is the framework for the national payments system, including incentives and/or modalities to shift cash and paper based transactions to an electronic basis.

Deliverable: The Contractor's deliverable for Task 8 shall be a review of regulatory and policy issues that fully incorporate all findings, analysis and recommendations derived from work performed under Task 8.

Task 9- Final ICT Modernization Recommendation and Implementation Plan

The Contractor shall prepare a draft unified ICT modernization recommendation incorporating all of the system components assessed in Tasks 1-8. The recommendation shall offer alternative approaches to implementation taking into account priorities based on the potential budget.

The Contractor shall present the recommendation in a workshop with the Grantee. The Contractor shall consult with key stakeholders during this process. The workshop shall include financing agencies that have demonstrated interest in providing financing for the Project.

The Contractor will develop a detailed implementation plan with a timeline.

The Contractor shall prepare draft technical sections of the tender documents and tender evaluation criteria for each of the ICT modernization projects recommended for implementation.

Taking into account the review by the Grantee and key stakeholders, the Contractor shall produce a final unified ICT modernization recommendation. This shall include an executive summary report appropriate for presentation to prospective donors and international financing agencies.

Deliverable: The Contractor's deliverable for Task 9 shall be a final unified ICT modernization recommendation that fully incorporates all findings, analysis and recommendations derived from work performed under Task 9.

Task 10- Final Report

The Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause I of Annex II of the Grant Agreement. Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables. The Final Report shall contain an executive summary. In addition to any other required deliverables in accordance with Clause I of Annex II of the Grant Agreement, the Contractor will provide both the Grantee with 6 copies of the final report on CD-ROM. The CD-ROM version of the final report will include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

ANNEX 6

COMPANY INFORMATION

A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Technical assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number .

B. Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or

belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

E. Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

F. Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the subcontractor must provide an explanation.

1. Subcontractor is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical assistance and to perform the Technical assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____